



## **REQUEST FOR PROPOSAL**

### **STATEWIDE TECHNICAL ASSISTANCE FOR TRANSIT**

**FEDERAL PROJECT NO: LA-18-X032 and LA-80-0024**

**Solicitation Number 3000004710**

**Proposal Opening Date: February 10, 2016**

**Proposal Opening Time: by 3:00 p.m. CDT**

**Published  
December 28, 2015**

**NOTE: ALL PROPOSERS/VENDORS THAT WISH TO RECEIVE EMAIL NOTIFICATIONS OF RFP/BID OPPORTUNITIES MUST BE REGISTERED IN LAGOV AND PAY THEIR ANNUAL VENDOR SUBSCRIPTION FEE VIA THE VENDOR ENROLLMENT PORTAL.**

# TABLE OF CONTENTS

## **PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

1.1	Background .....	4
1.1.1	Purpose.....	4
1.1.2	Goals and Objectives .....	5
1.2	Definitions .....	5
1.3	Schedule of Events .....	6
1.4	Proposal Submittal .....	6
1.4.1	Blackout Period .....	7
1.4.2	Desirable Qualifications for Proposer.....	7
1.5	Proposal Response Format .....	8
1.5.1	Number of Response Copies .....	13
1.5.2	Legibility/Clarity .....	13
1.6	Confidential Information, Trade Secrets and Proprietary Information .....	14
1.7	Proposal Clarifications Prior to Submittal .....	14
1.7.1	Pre-Proposal Conference.....	14
1.7.2	Proposer Inquiries .....	14
1.8	Errors and Omissions in Proposal.....	15
1.9	Changes, Addenda, Withdrawals .....	15
1.10	Withdrawal of Proposal .....	15
1.11	Waiver of Administrative Formalities .....	15
1.12	Proposal Rejection/RFP Cancelation .....	16
1.13	Ownership of Proposal .....	16
1.14	Cost of Offer Preparation .....	16
1.15	Taxes .....	16
1.16	Determination of Responsibility .....	16
1.17	Use of Subcontractors.....	16
1.18	Written or Oral Discussions/Presentations.....	17
1.18.1	Best and Final Offers (BAFO) .....	17
1.19	Acceptance of Proposal Content.....	17
1.20	Evaluation and Selection.....	17
1.21	Contract Award and Execution.....	17
1.22	Notice of Intent to Award.....	17
1.22.1	Debriefing.....	18
1.23	Right to Prohibit Award .....	18
1.24	Insurance Requirements .....	18
1.25	Indemnification and Limitation of Liability.....	21
1.26	Payment .....	22
1.27	Termination .....	23
1.27.1	Termination of the Contract for Cause .....	23
1.27.2	Termination of the Contract for Convenience .....	23
1.27.3	Termination for Non-Appropriation of Funds.....	23
1.28	Assignment .....	23
1.29	Audit of Records.....	24
1.30	Civil Rights Compliance .....	24
1.31	Record Ownership .....	24
1.32	Entire Agreement/Order of Precedence.....	24
1.33	Contract Changes .....	24

1.34	Substitution of Personnel .....	24
1.35	Governing Law .....	25
1.36	Claims or Controversies .....	25
1.37	Code of Ethics .....	25
1.38	Corporate Requirements .....	25
1.39	Outsourced Key Controls .....	25
1.40	Vendor Registration .....	25

## **PART II. SCOPE OF WORK/SERVICES**

2.1	Overview .....	26
	2.1.1 Scope of Services .....	26
2.2	Period of Agreement .....	26
2.3	Task and Services .....	26
2.4	Deliverables .....	28
2.5	Scope of Work Elements .....	28
	2.5.1 Functional Requirements .....	28
	2.5.2 Technical Requirements .....	28
	2.5.3 Project Requirements .....	29

## **PART III. EVALUATION**

3.1	Cost Evaluation .....	30
3.2	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation .....	31

## **PART IV. PERFORMANCE STANDARDS**

4.1	Performance Requirements .....	32
4.2	Performance Measurement/Evaluation .....	32
4.3	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements .....	33

## **ATTACHMENTS**

Attachment I, Certification Statement .....	34
Attachment II, Sample Contract .....	35
EXHIBIT A .....	47
EXHIBIT B .....	48

# **REQUEST FOR PROPOSAL FOR STATEWIDE TECHNICAL ASSISTANCE FOR TRANSIT (STAT)**

## **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

### **1.1 Background**

The State of Louisiana, Department of Transportation and Development has been designated by the Governor as the administrative agency for the Federal Transit Administration (FTA) transit programs. LADOTD is responsible for the administration, planning, compliance and monitoring of the FTA Programs:

- Section 5303 and 5304 Metropolitan Planning and State Planning Programs - [http://www.fta.dot.gov/legislation\\_law/12349\\_8454.html](http://www.fta.dot.gov/legislation_law/12349_8454.html)
- Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program - [http://www.fta.dot.gov/legislation\\_law/12349\\_16011.html](http://www.fta.dot.gov/legislation_law/12349_16011.html)
- Section 5311 Rural Transportation Program, Section 5311(b) Rural Transportation Assistance Program, Section 5311(f) Intercity Bus - [http://www.fta.dot.gov/legislation\\_law/12349\\_15693.html](http://www.fta.dot.gov/legislation_law/12349_15693.html)
- Section 5316 Job Access and Reverse Commute Program - [http://www.fta.dot.gov/legislation\\_law/12349\\_6623.html](http://www.fta.dot.gov/legislation_law/12349_6623.html)
- Section 5317 New Freedom Program - [http://www.fta.dot.gov/legislation\\_law/12349\\_6624.html](http://www.fta.dot.gov/legislation_law/12349_6624.html)
- Section 5339 Bus and Bus Facilities - [http://www.fta.dot.gov/legislation\\_law/12349\\_16071.html](http://www.fta.dot.gov/legislation_law/12349_16071.html)

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing Contractor Services for assistance to the State of Louisiana, Department of Transportation and Development (herein referred to as DOTD) Public Transportation Section that will include a newsletter, marketing, coordination, workshops, training and -technical assistance. It is the intent of DOTD to select a Contractor to supply all of the services necessary for the successful completion of the project which is funded under Chapter 53 of Title 49 of the United States Code.

#### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing Contractor Services for assistance to the State of Louisiana, Department of Transportation and Development (herein referred to as DOTD) Public Transportation Section that will include a newsletter, marketing, coordination, workshops, training and -technical assistance. It is the intent of DOTD to select a Contractor to supply all of the services necessary for the successful completion of the project which is funded under Chapter 53 of Title 49 of the United States Code.

One Prime-Contractor (Contractor) shall be selected for this contract. The Contractor shall not subcontract the specified services without prior written approval of DOTD.

### 1.1.2 Goals and Objectives

The contractor shall provide planning, compliance, monitoring services for the DOTD's Safety & Security Program and Federal requirements for FTA State Management Review, publishing of the Louisiana Transitions newsletter, and LADOTD Public Transportation website maintenance as needed. The specific goals and objectives shall include the following:

- Maintain and update Statewide Transit Tracking and Reporting System (STTARS) online grant application to be submitted through electronic submission for ALL Public Transportation programs.
- Upgrade STTARS to include reporting for Disadvantage Business Enterprise (DBEs).
- Update the Title VI Plan and tracking of Title VI data for transit providers statewide.
- Update the State Management Plan for all Public Transportation programs (E&D, Rural, Bus & Bus Facilities, State Planning and Research and Metropolitan Organizations (MPO)).
- Provide assistance to DOTD in updating the Bus State Safety and Security Standard
- Review and update strategies and provide technical assistance in order to enhance coordination efforts between transportation providers and users in all parishes.
- Publish Louisiana Transitions Quarterly newsletter
- Maintain LADOTD Public Transportation website, as needed
- Update the LADOTD Agency Administrative Handbook to include detailed information on topics including, but not limited to DBE, construction criteria, and miscellaneous equipment (ex. cameras, generators, pressure washers, and etc.)

## 1.2 Definitions

A. Shall and Will– The terms “shall” and “will” denote mandatory requirements.

B. Must - The term “must” denotes mandatory requirements.

C. May and Can- The terms “may” and “can” denote an advisory or permissible action.

D. Should – The term “should” denotes a desirable action.

E. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

F. CDT – Central Daylight Time

G. Contractor – Any person having a contract with a governmental body; For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.

H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

I. DOA - Division of Administration

J. DOTD or LADOTD – Louisiana Department of Transportation and Development

K. OSP – Office of State Procurement

L. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

M. RFP – Request for Proposal

N. State – The State of Louisiana

O. SSTARS - Statewide Transit Tracking and Reporting System

P. FTA – Federal Transit Administration

Q. Louisiana Transitions – Newsletter created for DOTD’s Public Transportation Department. See website of current newsletters

[http://wwwsp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Multimodal/transit/Pages/Transitions\\_Newsletters.aspx](http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Multimodal/transit/Pages/Transitions_Newsletters.aspx)

### 1.3 Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time (if applicable)</u>
RFP posted to LaPac and Blackout Period Begins	December 28, 2015	
Deadline for receipt of Written inquiries	January 13, 2016	By 3:00 PM
Issue responses to Written inquiries	January 25, 2016	
Deadline for receipt of Proposals	Feb 10, 2016	By 3:00 PM
Notice of Intent to Award Announcement	March 10, 2016	
Contract Execution	April 1, 2016 (on or about)	

**NOTE: The State of Louisiana, State Agency reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

### 1.4 Proposal Submittal

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before **3:00p.m. Central Daylight Time** on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Ms. Charlotte Garrison, CPPB  
Procurement Director  
Department of Transportation and Development  
1201 Capitol Access Road, **Room EW S-447**  
Baton Rouge, Louisiana 70802-4338  
Telephone: (225) 379-1444

Fax: (225) 379-1862

It shall be solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place prior to the deadline for submission. Proposals, which for any reason are received after the deadline, will not be considered.

The proposal should be identified with **RFP Solicitation No. 3000004710 and Project Name: STATEWIDE TECHNICAL ASSISTANCE FOR TRANSIT** and shall be submitted **prior to 3:00 p.m. CDT on Wednesday, February 10, 2016.**

#### **1.4.1 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

#### **1.4.2 Desirable Qualification for Proposer**

It is desirable that the Proposer should possess the following qualifications at the time of proposal submittal:

1. Familiarity with Federal Transit Administration rules and regulations and coordination initiatives.
2. Familiarity with MAP-21 regulations and guidance. More information on MAP-21 regulations and guidance can be found at <http://www.fta.dot.gov/map21.html>
3. Experience in managing, overseeing, or planning transit projects.
4. Familiarity with transit marketing strategies.
5. Experience with financial and maintenance tracking software system
6. Experience in developing and conducting workshops.
7. Experience in developing newsletters and website designs.

The Proposer(s) should ensure that their proposals contain sufficient information for DOTD to make its determination by presenting acceptable evidence of the above to perform all services described in the RFP.

## 1.5 Proposal Format

- A. **Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** The proposal should be organized in the order contained herein.

- C. **Executive Summary:** This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ***One Year*** from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in **Attachment II, Sample Contract**, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.



- D. **Company Background and Experience:** The Proposers should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the desired qualifications described in Section 1.4.2.

- E. **Approach and Methodology:** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.

- F. **Staff Qualifications:**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

- G. **Cost Information:** The Proposer shall provide the grand total cost (inclusive of travel and all direct expenses) for providing all services described in the RFP. The Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

Hourly billable rates shall be provided for all proposed staff classifications for each Task and shall include the Proposer's overhead and Profit.

Proposers should use the following Sample Cost Statement (below) as format for providing cost information. **Six separate** Cost Statements shall be required; one for **each of the Six Tasks**.

The Proposer shall propose **firm, fixed cost** to furnish all services, materials, equipment, travel, and incidentals necessary to provide the scope of services as outlined in this RFP for the sum of:

<b>SAMPLE COST STATEMENT TASK 1 - Newsletter</b>			
<b>Personnel Classifications</b>	<b>Estimated Number of Hours</b>	<b>Billable Hourly Rate</b>	
Project Manager			\$
Project Personnel			\$
Project Personnel			\$
Direct Expenses (Including Travel)			\$
Sub Total Task 1:			\$
<b>Estimated % of Work by subcontractor _____ %</b>			

<b>SAMPLE COST STATEMENT TASK 2 – Statewide Transit Tracking &amp; Reports System (STTARS)</b>			
<b>Personnel Classifications</b>	<b>Estimated Number of Hours</b>	<b>Billable Hourly Rate</b>	
Project Manager			\$
Project Personnel			\$
Project Personnel			\$
Direct Expenses (Including Travel)			\$
Sub Total Task 2:			\$
<b>Estimated % of Work by subcontractor _____ %</b>			

<b>SAMPLE COST STATEMENT TASK 3 – Coordination</b>			
<b>Personnel Classifications</b>	<b>Estimated Number of Hours</b>	<b>Billable Hourly Rate</b>	
Project Manager			\$
Project Personnel			\$
Project Personnel			\$
Direct Expenses (Including Travel)			\$
Sub Total Task 3:			\$
<b>Estimated % of Work by subcontractor _____ %</b>			

<b>SAMPLE COST STATEMENT TASK 4 – Workshops</b>			
<b>Personnel Classifications</b>	<b>Estimated Number of Hours</b>	<b>Billable Hourly Rate</b>	
Project Manager			\$
Project Personnel			\$
Project Personnel			\$
Direct Expenses (Including Travel)			\$
Sub Total Task 4:			\$
<b>Estimated % of Work by subcontractor _____ %</b>			

<b>SAMPLE COST STATEMENT TASK 5 – Bus Safety &amp; Security</b>			
<b>Personnel Classifications</b>	<b>Estimated Number of Hours</b>	<b>Billable Hourly Rate</b>	
Project Manager			\$
Project Personnel			\$
Project Personnel			\$
Direct Expenses (Including Travel)			\$
Sub Total Task 5:			\$
<b>Estimated % of Work by subcontractor _____ %</b>			

<b>SAMPLE COST STATEMENT TASK 6 – Other New and/or Expanded Programs and Technical Support</b>			
<b>Personnel Classifications</b>	<b>Estimated Number of Hours</b>	<b>Billable Hourly Rate</b>	
Project Manager			\$
Project Personnel			\$
Project Personnel			\$
Direct Expenses (Including Travel)			\$
Sub Total Task 6:			\$
<b>Estimated % of Work by subcontractor _____ %</b>			

<b>Grand Total Cost Tasks 1 through 6 Inclusive of Direct Expenses (including travel) \$_____</b>
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**The proposer must include an itemized list of expenses or fees, if applicable (including travel) that are to be reimbursed by DOTD.** All out of state travel will be subject to prior approval by the Secretary of DOTD or his/her designee.

All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at:  
<http://doa.louisiana.gov/osp/travel/travelpolicy.htm>.

**H. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

(Participation of Veteran Initiative and Hudson Initiative small entrepreneurship will be scored as part of the technical evaluation.)

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <http://smallbiz.louisianaeconomicdevelopment.com>

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposer's evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors.

Points will be allocated based on the following criteria:

- the number of certified small entrepreneurship to be utilized
- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in its proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value or percent of contract of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed

<http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprdl.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab=2sp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

I. **Certification Statement:**

The Proposer must sign and submit the Certification Statement shown in Attachment I.

J. **Outsourcing of Key Controls:**

NOT APPLICABLE FOR THIS SOLICITATION

**1.5.1 Number of Copies of Proposals**

The State requests that **One Original (stamped “original”)** and **five** copies of the proposal along with **an electronic copy** (USB flash drive only) in a Searchable Portable Document Format (pdf) be submitted to the RFP Coordinator at the address specified.

The Original, stamped “Original” of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a board resolution granting such authority should be submitted with the Proposal if proposer is a corporation.** Name(s) of the Proposer listed should match the name(s) filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

**1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

## **1.6 Confidential Information, Trade Secrets, and Proprietary Information**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department of Transportation and Development.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

NOT APPLICABLE FOR THIS SOLICITATION

### **1.7.2 Proposer Inquiries**

Written questions regarding RFP requirements or Scope of Services must be submitted by **Fax to 225-379-1862 or Email [contractservices@la.gov](mailto:contractservices@la.gov)** addressed to the RFP Coordinator as listed below.

Ms. Charlotte Garrison, CPPB  
Procurement Director  
Department of Transportation and Development  
1201 Capitol Access Road, **Room EW S-447**  
Baton Rouge, Louisiana 70802-4338

This RFP is available in electronic form at:  
<http://www.prdd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

DOTD will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by **3:00 p.m. CDT** on the date specified in the Schedule of Events. *DOTD's email computer server*

*clock will be considered the official time/date on email inquiries.* The Department of Transportation and Development reserves the right to modify the RFP should a change be identified that is in the best interest of the Department of Transportation and Development.

Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the LaPAC website:

<http://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> as an Addendum to the RFP by the deadline shown in the Schedule of Events.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [www.doa.louisiana.gov/osp]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal and pay the registration fee. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

Help scripts are available on OSP website under vendor center at:

<http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>.

Only the RFP Coordinator has the authority to officially respond to proposer's questions on behalf of the Department of Transportation and Development. Any communications from any other individuals are not binding to the State Agency.

## **1.8 Errors and Omissions in Proposal**

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

## **1.9 Changes, Addenda, Withdrawals**

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. State also reserves the right to cancel or reissue the RFP.

Addenda, if any, will be posted on the LaPAC website:

<http://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

## **1.10 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

## **1.11 Waiver of Administrative Informalities**

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### **1.12 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

### **1.13 Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

### **1.14 Cost of Offer Preparation**

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **1.15 Taxes**

Contractor shall be responsible for payment of all applicable taxes from the funds to be received for any contract award from this Request for Proposal (RFP) Solicitation. Contractor's federal tax identification number is \_\_\_\_\_.

### **1.16 Determination of Responsibility**

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### **1.17 Use of Subcontractors**

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.



Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

## **1.18 Written or Oral Discussions/Presentations**

NOT APPLICABLE TO THIS SOLICITATION

### **1.18.1 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.

**The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.**

## **1.19 Acceptance of Proposal Content**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

## **1.20 Evaluation and Selection**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

## **1.21 Contract Award and Execution**

The State shall reserve the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State shall reserve the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment II. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds *10 business days* or if the selected Proposer fails to sign the final contract within *10 business days* of delivery, the State may elect to cancel the award and award the contract to the next-highest-scored Proposer.

## **1.22 Notice of Intent to Award**

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the "Notice of Intent to Award has been announced by the agency. The "Notice of Intent to Award" letter starts the protest period.

The award of a contract shall subject to the approval of the Division of Administration, Office of State Procurement.

#### **1.22.1 Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the RFP Coordinator.

Contact may be made by phone at (225) 379-1462.

#### **1.23 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

#### **1.24 Insurance Requirements**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

## **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

## **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

## **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

## **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **1. General Liability and Automobile Liability Coverages**

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

### **2. Workers Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

### **3. All Coverages**

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for nonpayment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### **D. ACCEPT ABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

#### **E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated.

Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

## **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the

State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

### **1.25 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the

following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **1.26 Payment**

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. **These shall be reimbursed at the approved billable rate for that classification established from the Contractor's Proposal.** These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. DOTD will allow adjustments for travel and other detailed direct costs between Tasks, up to the maximum established from the Contractor's proposed costs.

MAP 21 is Federal Law that is subject to modification by rule or statute at any time. If the Scope of Services described in Part II Scope of Work is expanded due to changes in the Federal Law, maximum compensation to the Contractor may be amended through Amendment agreement. Any Contract Amendment will not be valid until it has been approved, in writing, by the Director of State Procurement of the Division of Administration.

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after project completion, or at the request of the Project Manager, to reflect the actual costs experienced by the Contractor during the course of this contract as determined by DOTD's Audit Section following the post audit of this contract. **However, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation imposed thereon.** The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS) as appropriate.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as

reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by the Contractor.

## **1.27 Termination**

### **1.27.1 Termination of the Contract for Cause**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

### **1.27.2 Termination of the Contract for Convenience**

State may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **1.27.3 Termination for Non-Appropriation of Funds**

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## **1.28 Assignment**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **1.29 Audit of Records**

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

### **1.30 Civil Rights Compliance**

The Contractor shall agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor shall agree to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor shall agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **1.31 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

### **1.32 Entire Agreement/ Order of Precedence**

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

### **1.33 Contract Changes**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

### **1.34 Substitution of Personnel**

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.



### **1.35 Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

### **1.36 Claims or Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.1-1672.4.

### **1.37 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

### **1.38 Corporate Requirements**

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### **1.39 Outsourced Key Controls**

NOT APPLICABLE TO THIS SOLICITATION

### **1.40 Vendor Registration**

Vendor registration should be completed in LaPac prior to bid submission. This only applies to those vendors that have not registered in LaPac.

Vendor registration must be completed prior to award.

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive e-mail notification of solicitations/awards from this office, you must enroll in the proper category on LaPac at the following web site:

<http://www.pro.doa.louisiana.gov/OSP/LaPAC/pubMain.asp>

**It is highly advisable to register a minimum of one if not more of the following product category codes**

80101500 For Consulting/Professional Services  
81112000 For any services that include Computer Elements  
43231500 For Software License and Maintenance Agreements  
81102200 For Engineering and Related Services

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Overview**

The Contractor shall provide technical assistance services for public transportation providers of the State. Technical assistance shall include but not limited to, the publication of a newsletter, plan updates, workshops, site visits, and training.

### **2.2 Period of Agreement**

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **April 11, 2016**, and to continue through **April 10, 2019**. The DOTD has the right to contract for up to thirty-six (36) months upon appropriate approvals.

**The State reserves the right to cancel Contract for causes detailed in 1.27 Termination.**

### **2.3 Tasks and Services**

**The Contractor shall provide all services listed below in Tasks 1-6.**

#### **Task 1: Newsletter**

Develop and provide the established Louisiana Transitions quarterly newsletter to the Public Transportation Section to publish via Internet link to the Public Transportation website. Publication of newsletter will begin on the following quarter after execution of contract and every quarter thereafter for a period of three (3) years.

- Develop format compatible with DOTD's capabilities (PDF preferred).
- Research current transit-related events and issues. Collect and compile data and information from relevant national, state and local sources. This shall include a minimum of one interview with a transit entity per quarter, gathering information and/or photos for "spotlight" articles, composing, writing and editing articles according to accepted journalistic practices.
- Compose and layout articles and present draft to DOTD for approval.

#### **Task 2: Statewide Transit Tracking and Reports System (STTARS)**

The Statewide Transit Tracking and Reporting System (STTARS) is a web based application utilized by transit providers in the State of Louisiana to schedule rides, track vehicle maintenance, track ridership, and report system utilization and efficiency to the Louisiana Department of Transportation and Development (for more information see 2.5.2 Technical Requirements). Listed below are the duties the contractor shall provide:

- Upgrade the Statewide Transit Tracking and Reports System (STTARS) to include online Disadvantage Business Enterprise (DBE) by transit providers across the state. (Completed during first year).
- Provide maintenance and updates to STTARS. This application must reside on LADOTD's Public Transportation website and follow DOTD IT standards.
- Provide technical assistance to DOTD on STTARS issues – approximately 120 hours per year.
- Provide input to assist DOTD with the configuration and implementation of STTARS enhancements.

#### **Task 3: Coordination**

- Review and update strategies and provide technical assistance in order to enhance coordination efforts between transportation providers and users in all parishes.
- Update Statewide Coordination Plan each year over the three year period as necessary.
- Assist the regional coordination districts with their on-going coordination activities.

- Develop up to six workshops that could be from 4 to 12 hours depending on course materials (DOTD will determine and provide location and cover expenses associated with meeting facilities). One of these workshops will address mandated coordination of transportation resources and provide manual on setting up a coordinated system based on several coordination options, including consolidated parish-wide, regional and various types of coordinated transit systems.
- Provide onsite technical assistance to approximately 10 newly established transit providers on an as needed basis not to exceed 50 business days total or an average of 5 business days per provider over the three year contract period.
- Provide technical support to the DOTD regarding state level coordination activities. This shall include attending meetings with state agencies regarding coordination.
- Assist DOTD on coordination issues as directed by the project manager, not to exceed 60 hours in the 3 year period.

#### **Task 4: Workshops**

Conduct a maximum of nine (9) 8-hour, or the equivalent of this, such as eighteen (18) four (4) hour workshops over the three year contract period on an as needed basis to be arranged by DOTD in various locations around the state of Louisiana, which shall include but are not limited to Baton Rouge, New Orleans, Alexandria, Lake Charles, Shreveport, and Marksville for no more than 30 attendees. Topics and location within the state to be determined by DOTD but shall include some or all of the following:

- Bus Safety & Security
- Marketing
- Title VI
- Financial management and reporting
- Performance evaluation
- Policies and procedures
- Management principles
- Ridership and service profiles
- Scheduling and dispatching
- Drug and Alcohol

#### **Task 5: Bus Safety & Security**

Review FTA Bus Safety & Security Program guidance yearly and make recommendations yearly to ensure compliance.

- Provide up to 100 hours yearly of technical support via mail, email or telephone to transit systems to assist in developing and/or updating their local Bus Safety & Security Plans.
- Provide assistance to the DOTD in updating its State Standard on Bus Safety and Security as needed.

#### **Task 6: Other New and/or Expanded Programs and Technical Support**

- Provide technical support to DOTD with reviewing FTA regulations on new and/or expanded programs, assisting in formulation of and/or updating DOTD's policies and procedures, and revising and developing combined State Management Plans.
- Update and revise DOTD's Agency Administration Handbook to include useful life criteria for all FTA funded facilities and equipment.
- Conduct up to 60 provider site visits in the 3-year contract period to review transit system compliance with regulations (topics to be determined).

- Provide technical support to the DOTD regarding Title VI compliance. This will include developing a Public Transportation Title VI Plan for transit agencies and providing training (100 hrs. statewide over the life of the contract).
- Provide assistance to DOTD on other topics such as performance measures for expanded or new FTA programs, state of good repair for grant application, asset management (200 hours over the life of the contract).

Information regarding topic(s) will be provided by DOTD as well as meeting facilities. The contractor shall provide any required handouts as needed which shall include workbooks on compliance requirements.

## **2.4 Deliverables**

The Contractor shall provide planning, compliance and monitoring services for the federal requirements for FTA State Management Review, Bus Safety & Security, assistance with the LADOTD Public Transportation website maintenance as needed, and ensure that all Tasks and Services from section 2.3 are successfully accomplished.

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each, if applicable.

## **2.5 Scope of Work Elements**

### **2.5.1 Functional Requirements**

The Contractor shall publish the Louisiana Transitions newsletter and assist with marketing, coordination, technical support/monitoring of Public Transportation programs, training, and workshops in various locations around the state of Louisiana which shall include but are not limited to Baton Rouge, New Orleans, Alexandria, Lake Charles, Shreveport, and Marksville.

### **2.5.2 Technical Requirements**

In order to receive federal funds, STTARS has to keep track of the routes each of these vehicles are utilized for, ridership, the scheduling of their services, the maintenance of their vehicles, and how their services are financed. Without tracking these services the department will be unable to secure federal funds.

STTARS is housed at DOTD and shall adhere to DOTD's web standards

- Standards will be provided on request

Hardware specifications:

- Dedicated virtual server
- Disk Size – 40 gigabyte C drive and 100 gigabyte D drive
- Processor – Xeon X7460, 2.66ghz with 6 cores processor
- Memory – 4 gigabytes of RAM

Software specifications:

- OS – Windows Server 2008 r2, Service Pack 1
- IIS – version 7.0+
- Language – Visual Basic
- Framework – 4+
- Secure Socket Layer – https certificate
- Database – SQL Server 2008r2

Required vendor software updates:

- Major – 2
  1. Upgrade the Statewide Transit Tracking and Reporting System (STTARS) to include online Disadvantage Business Enterprise (DBE) by transit providers across the state.
  2. The current Microsoft Framework is 4.0. The contractor shall upgrade the application as soon as a new Microsoft Framework is released, or as soon as DOTD notifies the contractor that a new application framework is available. The upgrade is expected within six months from time of notification. Security issues must be resolved immediately.
- Minor
  1. Minor fixes to the current functionality (Approximately 2 per month during year one and year two, decreasing to approximately 1 per month during the third year)
  2. Troubleshoot and fix errors returned by the application

### **2.5.3 Project Requirements/Reporting**

The Contractor's progress report and invoice will be submitted on a monthly basis for the Project Manager's review and approval.

## **PART III: EVALUATION**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

Each proposal shall be rated for Criteria one through three, with 0 being the lowest score and the highest possible score as shown for each category.

Criteria 4, Hudson/Veteran Small Entrepreneurship shall be rated as specified in 3.2 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

<b><i>CRITERIA</i></b>	<b><i>MAXIMUM SCORE</i></b>
<i>1. Company Background and Experience</i>	<i>15</i>
<i>2. Approach and Methodology</i>	<i>35</i>
<i>3. Staff Qualifications</i>	<i>15</i>
<i>4. Hudson/Veteran Small Entrepreneurship Program</i>	<i>10</i>
<i>5. Cost</i>	<i>25</i>
<b><i>TOTAL SCORE</i></b>	<b><i>100</i></b>

### **3.1 Cost Evaluation**

*Criteria 5* -The Proposer with the lowest Grand total cost for Tasks 1-6 shall receive 25 points. Other proposers shall receive cost points based upon the following formula.

$$BCS = (LPC/PC \times 25)$$

Where: BCS = Computed cost score (points) for proposer being evaluated  
LPC = Lowest proposed Grand total cost of all proposers  
PC = Grand Total cost of proposer being evaluated

### **3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship(s) to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurship(s) to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The contractor shall provide planning, compliance, monitoring services for the DOTD's Safety & Security Program and Federal requirements for FTA State Management Review, publishing of the Louisiana Transitions newsletter, and LADOTD Public Transportation website maintenance as needed. The specific goals and objectives shall include the following:

- Maintain and update Statewide Transit Tracking and Reporting System (STTARS) online grant application to be submitted through electronic submission for ALL Public Transportation programs.
- Upgrade STTARS to include reporting for Disadvantage Business Enterprise (DBEs)
- Update the Title VI Plan and tracking of Title VI data for transit providers statewide.
- Update the State Management Plan for all Public Transportation programs (E&D, Rural, Bus & Bus Facilities, State Planning and Research and Metropolitan Organizations (MPO)).
- Provide assistance to DOTD in updating the Bus State Safety and Security Standard
- Review and update strategies and provide technical assistance in order to enhance coordination efforts between transportation providers and users in all parishes.
- Publish Louisiana Transitions newsletter
- Maintain LADOTD Public Transportation website as needed
- Update the LADOTD Agency Administrative Handbook to include detailed information on topics including, but not limited to DBE, construction criteria, and miscellaneous equipment (ex. cameras, generators, pressure washers, and etc.)

### **4.2 Performance Measurement/Evaluation**

#### **Performance Measures:**

The services provided by the contractor shall be evaluated by the DOTD Project Manager who will determine if the services are being provided in a timely manner and as outlined in the contract. Contractor shall submit the following information on a monthly basis:

- A detailed monthly invoice for each task performed.
- A monthly progress report detailing services provided.

The performance of the contract will be measured by the DOTD Project Manager, authorized on behalf of the DOTD, to evaluate the contractor's performance against the criteria in the Scope of Services.

Contractor shall make available to DOTD technically competent personnel for the purpose of providing the services required to accomplish the tasks described in Part II, Scope of Service. Each such task will be considered complete when the completion criteria, as defined in the applicable tasks, are met.



## **Monitoring Plan/Evaluation**

**Ms. Keycha Alexander-Green, DOTD Program Specialist 4** or designee will monitor the services provided by the **contractor** and the expenditure of funds under this contract. The **Ms. Keycha Alexander-Green, DOTD Program Specialist or designee** will be primarily responsible for the day-to-day contact with the **contractor** and day-to-day monitoring of the **contractor's** performance. The monitoring plan is the following:

During the progress of the work, representatives of the DOTD, the FTA and of other interested parties when so named herein shall have the right to inspect the progress of work and the facilities used by the Contractor in conducting this project.

The DOTD Rural Technical Assistance (RTAP) Program Manager shall monitor the performance of the Contractor as follows:

- Review monthly invoices and monthly progress reports.
- Meet monthly to review monthly progress reports.

### **4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

**ATTACHMENT I:****CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (     ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least *One Year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have *10* business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. If subcontractors are proposed to be used, the proposer acknowledges total responsibility for the entire contract.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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SIGNATURE of Proposer's Authorized Representative

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DATE

## ATTACHMENT II: SAMPLE CONTRACT

### STATE OF LOUISIANA CONTRACT

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the State of Louisiana, [STATE AGENCY NAME], hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### 1. SCOPE OF SERVICES

##### 1.1 OVERVIEW/CONCISE DESCRIPTION OF SERVICES

[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED **OR ATTACH SOW**]

##### 1.1.1 GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

##### 1.1.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

##### 1.1.3 MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the **contractor** and the expenditure of funds under this contract. [Name and Title or Position] will be primarily responsible for the day-to-day contact with the **contractor** and day-to-day monitoring of the **contractor's** performance. The monitoring plan is the following:

(PROVIDE MONITORING PLAN)

##### 1.1.4 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

##### 1.1.5 Veteran/Hudson Small Entrepreneurship Program Participation

*Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements*

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

### **1.1.6 SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

## **2. ADMINISTRATIVE REQUIREMENTS**

### **1.2 TERM OF CONTRACT**

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **(Insert Month, day, and year)** and to end on **(Insert Month, day, and year)**. The State has the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

**The State reserves the right to cancel Contract for causes detailed in 4.0 Termination.**

### **1.3 STATE FURNISHED RESOURCES**

State shall appoint a Project Coordinator for this Contract identified in Section 1.1.3 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **1.4 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is \_\_\_\_\_.

## **3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

### **3.1 COMPENSATION**

In consideration of the services described above, DOTD hereby agrees to pay the Contractor based on Hourly Billable rates and Direct Expenses (including travel) specified in the Contractor's proposal, for a maximum limitation of \$\_\_\_\_\_ for the actual work performed.

**NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations (PPM No. 49) found at: <http://doa.louisiana.gov/osp/travel/travelpolicy.htm>**

## 3.2 PAYMENT TERMS

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. **These shall be reimbursed at the approved billable rate for that classification established from the Contractor's Proposal.** These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. DOTD will allow adjustments for travel and other detailed direct costs between Tasks, up to the maximum established from the Contractor's proposed costs.

MAP 21 is Federal Law that is subject to modification by rule or statute at any time. If the Scope of Services described in Part II Scope of Work is expanded due to changes in the Federal Law, maximum compensation to the Contractor may be amended through Amendment agreement. Any Contract Amendment will not be valid until it has been approved, in writing, by the Director of State Procurement of the Division of Administration.

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after project completion, or at the request of the Project Manager, to reflect the actual costs experienced by the Contractor during the course of this contract as determined by DOTD's Audit Section following the post audit of this contract. **However, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation imposed thereon.** The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS) as appropriate.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by the Contractor.

**FEDERAL PROJECT NO: LA-18-X032 and LA-80-0024** have been assigned to this contract for identification purposes. All documents submitted to DOTD in connection with this contract shall be identified by these project numbers.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by the Contractor.

## 4.0 TERMINATION

### 4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure

and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

#### **4.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

### **5. INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

*Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.*

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole

expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:  
i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **6. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39: 1672.1-1672.4.

## **7. FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **8. ASSIGNMENT**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the

contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **9. RIGHT TO AUDIT**

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

## **10. CONTRACT MODIFICATION**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

## **11. CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

## **12. SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

## **13. COMPLIANCE WITH CIVIL RIGHTS LAWS**

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.



Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **14. INSURANCE**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

## 1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

## 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for nonpayment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

## **D. ACCEPT ABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

## **E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated.

Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

## **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

## **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the

State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## **15. APPLICABLE LAW**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **16. CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **17. SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

## **18. INDEPENDENT ASSURANCES**

NOT APPLICABLE

## **19. OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by State Agency shall remain the property of State Agency, and shall be returned by Contractor to State agency, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State Agency, at Contractor's expense, at termination or expiration of this contract.

## **20. COST RECORDS**

The Contractor and its sub-Contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS is available for inspection through [www.transportation.org](http://www.transportation.org). Records shall be retained until such as an audit is made by DOTD or the Contractor is released in writing by the DOTD Audit Director, at which time the Contractor may dispose of such records. The Contractor shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

## **21. COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

## **22. ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

CONTRACTOR

\_\_\_\_\_  
Witness for First Party

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness for First Party

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Federal Identification Number

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

\_\_\_\_\_  
Witness for Second Party

BY: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: \_\_\_\_\_  
Division Head

**EXHIBIT A**  
**Government-Wide Debarment and Suspension (Non-Procurement)**  
**49 CFR Part 29 – Executive Order 12549**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Transportation and Development (DOTD) may pursue available remedies, including suspension and/or debarment.
2. The lower tier participant shall provide immediate written notice to DOTD if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact DOTD for assistance in obtaining a copy of those regulations.
4. The lower tier participant agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by DOTD.
5. The lower tier participant further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, DOTD may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion**  
**Lower Tier Covered Transaction**

(1) The prospective lower tier participant certifies by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49CFR'29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such participant shall attach an explanation to this proposal.

The Contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. "3801 et seq. are applicable thereto.

\_\_\_\_\_  
Signature of Contractor's Authorized Official This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

**EXHIBIT B**  
**CERTIFICATION REGARDING LOBBYING**  
**(49 CFR – Part 20)**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

_____	Signature of Contractor's Authorized Official
_____	Name and Title of Contractor's Authorized Official
_____	Date